



EXECUTIVE OFFICE OF ENVIRONMENTAL AFFAIRS

**Ellen Roy Herzfelder, Secretary
Request for Response (RFR)**

ENV 05 OTA 08

**Organizing and Conducting
Process Prototype Research**

Dated: 05 May 2005

OVERVIEW AND GOALS: The Office of Technical Assistance (OTA), a division with the Executive Office of Environmental Affairs (EOEA) is charged with a number of functions including developing a better understanding of the pollution prevention opportunities and strategies that manufacturers of products which contain toxic pollutants, as well as the supply chain for those companies, can incorporate into their processes. To this end, OTA uses commercial sector product and process research to seek out pollution prevention opportunities in Massachusetts face.

In order to create efficiencies in the creation and management of such research, OTA seeks to pre-qualify vendors able to coordinate with OTA on future commercial sector research and assessments. No specific workplan or proposal is sought through this RFR. This RFR calls for research experience, qualifications, and anticipated rates for work which may be contracted for in the future.

QUALIFICATIONS SOUGHT: Organizing and Conducting Commercial
Process Research

CONTACT PERSON: Paul Richard, Director
Executive Office of Environmental Affairs
Office of Technical Assistance
100 Cambridge Street, 9th Floor
Boston, MA 02114
Paul.Richard@state.ma.us

ELIGIBILITY: This RFR is open to all public and private entities including but not limited to: consulting, engineering, and manufacturing firms; Internal Revenue Service Code s.501(c)(3) nonprofit organizations including trade associations; public academic institutions, including municipal school systems as well as institutions of higher education.

EOEA will evaluate whether a Response proposed by a private entity conforms to state constitutional restrictions on providing financial aid to private parties, and may deem the project ineligible on that basis. In general, EOEA will evaluate whether the primary purpose of such Response is public in nature, and whether any resulting benefits to the private entity are incidental to the accomplishment of the public purpose.

BID DUE DATE: Responses will be accepted on a Rolling Basis, ending 30 June 2007

SUBMIT RESPONSES TO: Paul Richard

MULTIPLE CONTRACTS: Multiple vendors will be approved under this RFR.

BIDDERS CONFERENCE: No bidders' conference will be held.

DESCRIPTION: EOEA seeks a contractor to develop, deliver and evaluate research on strategies designed to reduce/eliminate pollution in manufacturing processes, while at the same time protecting or improving the manufacturing goal of that process. This research should take the form of developing the alternate process, testing the alternate process, comparing the results of that test to the traditional process, presenting the results of the study in written form as well as a public presentation, assessing potential uses of the alternate process including interviews with potential manufacturers who would make use of the alternate process.

Please note that EOEA does not guarantee that any contracts may result from this RFR or that any particular funding level will be awarded.

At a minimum, Respondents should anticipate the following tasks when charged with a study:

- Characterize briefly the product sector area selected above by providing the following information for **each** of them:
 - The name of the area, and a brief description of the types of products they make and their manufacturing operations.
 - Size (number of facilities operating in Massachusetts).
 - Name and address of the Massachusetts facilities in each specific product area.
 - Key industry and trade association contacts (including those for environmental, health and safety [EH&S] issues).
- A description of the pollutant, and its impact on the environment.
- A description of the current industry reliance on this pollutant.
- Baseline data of a sample process and its use of the pollutant and creation of pollutant residuals.
- A description of the alternate process, including anticipated goals in pollutant reduction.
- Data on the use alternate process, including quality control issues surrounding the manufactured product.
- Data on the pollution increase or reduction, including pollutant residuals, resulting from the alternate process test.
- Characterize permitting issues associated with a product sector or use of toxic material as well as its alternative, including but not limited to:
 - Permits needed
 - Permit bottlenecks, perceived or otherwise by the commercial sector
 - Local permitting issues, if applicable
- Prepare an issues paper and background materials.
- Provide a final written report that summarizes all presentations, discussions and findings of the research to OTA.

All reports and other documents will be submitted to OTA at 100 Cambridge Street – 9th Floor Boston, MA 02114 in both hard copy and digital form (compatible with Microsoft Office 2000).

TYPE OF PROCUREMENT: This document seeks a review of qualifications and rates of potential vendors. If approved and selected for a specific project, the Commonwealth will negotiate and execute a specific Service Contract for that project. Please note that EOEA does not guarantee that any contracts may result from this RFR or that any particular funding level will be awarded.

TOTAL ANTICIPATED CONTRACT EXPENDITURES: No specific figure can be projected at this time.

EVALUATION CRITERIA: All Responses will be evaluated according to the following:

- Quality, completeness and clarity of the Response.
- Experience of the Bidder in organizing research studies. If Respondents have particular experience with specific industry sectors, that should be identified in their Response.
- References from those who have been provided with similar services.
- Capacity of vendor to provide services in a timely manner.
- Ability of the Bidder to provide the best value to the Commonwealth.
- Rates for services offered.
- Affirmative Market Plan.

Preference will given to Responses from firms certified by the State Office of Minority and Women Business Assistance (SOMWBA)¹. Firms certified by SOMWBA should provide evidence of this certification. For further information refer to Item 15 of the attached EOEA Supplemental Terms and Conditions.

Preference will given to Responses which include an Affirmative Market Plan consistent with Item 15 of the attached EOEA Supplemental Terms and Conditions.

SUBMISSION PROCESS: Responses may be submitted at anytime through 4:00 PM 30 June 2007. The Respondent will be contacted by OTA whether they are approved as a qualified vendor or not. Responses must clearly identify the RFR number (ENV 05 OTA 08) and project title on the title page of the Proposal. ***Responses will NOT be accepted by fax machine or electronic mail.*** One original and three (3) copies of the Response must be submitted to:

Paul Richard
Massachusetts Office of Technical Assistance
Executive office of Environmental Affairs
100 Cambridge Street, 9th Floor
Boston, MA 02114

As part of their Response, all Bidders are required to submit the following:

- A brief statement of their qualifications to perform the tasks requested and produce the anticipated deliverables, including the resumes of key staff to be assigned to this project.

¹ A directory of SOMWBA certified firms is available via the internet at <http://www.magnet.state.ma.us/somwba>.

Such statements must include examples of similar work and references from clients who have been provided with similar services.

- A rate schedule identifying the hourly charge to OTA for specific staff functions related to the tasks and deliverable sought above.
- Commonwealth of Massachusetts **Business Reference Form**. Two references, including phone numbers, for work of a similar nature completed are required.
- A copy of the Respondent's **Affirmative Market Plan**.
- Respondents must provide a statement with their responses, on Respondent letterhead, certifying that all parties to this response, including members of teaming arrangements, agree that they are in compliance with Item 25 in the Supplemental Terms and Conditions (*See Appendix A*)
- **Commonwealth of Massachusetts Terms and Conditions**
- **Commonwealth of Massachusetts Standard Contract Form**
- **Request for Taxpayer Identification Number and Certification (W-9)**
- **Northern Ireland Notice and Certification**
- **Consultant Contractor Mandatory Submission Form**

Forms in bold type may be found at:

<http://www.mass.gov/portal/index.jsp?pageID=agutility&agid=osd&agu=forms>

PREVAILING WAGE APPLICABLE: No

CONTRACT TERM

Contracts will be issued separately as needed from the date this RFR is posted through 30 June 2008. Approved vendors shall be required to honor the rates quoted in the Response for work authorized under any contract issued to them. Should a vendor wish to adjust, higher or lower, rates to be charged then a new Response will be required for review and approval. If awarded a contract, any extension granted will not necessarily change, or increase, the monetary values of the contract.

APPENDIX A
REQUEST FOR RESPONSES (RFR)
SUPPLEMENTAL TERMS AND CONDITIONS

1. For the purposes of these *Supplemental Terms and Conditions*, Department shall mean the Executive Office of Environmental Affairs (EOEA) and the office requesting Responses as identified within this RFR.
2. These *Supplemental Terms and Conditions* are incorporated by reference into this RFR. If any amendment, attachment [not including the Commonwealth's *Standard Terms and Conditions*, *Standard Form Contract*, or any other form jointly published by the Executive Office for Administration and Finance (EOAF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD), or any provision or form required by State or Federal law] or other part of this RFR deletes, modifies, replaces or otherwise contains language that conflicts with these *Supplemental Terms and Conditions*, these *Supplemental Terms and Conditions* shall supersede and control to the extent necessary to accomplish these conditions. The remaining provisions of this RFR shall remain in effect and enforced to the fullest extent permitted.
3. The Commonwealth's *Standard Terms and Conditions* [as currently and jointly issued by EOAF, CTR, and OSD] are incorporated by reference into this RFR. To the extent that any amendment, attachment, condition or other part of this RFR deletes, modifies, replaces or otherwise contains language that conflicts with the Commonwealth's *Standard Terms and Conditions*, the official printed language of the Commonwealth's *Standard Terms and Conditions* shall supersede and control to the extent necessary to accomplish its conditions. The remaining provisions of this RFR shall remain in effect and enforced to the fullest extent permitted.
4. The terms of 801 CMR 21.00: Procurement of Commodities and Services (and 808 CMR 1.00: Compliance, Reporting and Auditing for Human and Social Services, if applicable) are incorporated by reference into this RFR. Words used in this RFR shall have the meanings defined in 801 CMR 21.00 (and 808 CMR 1.00, if applicable). Additional definitions may also be identified in this RFR. Unless otherwise specified in this RFR, all communications, Responses, and documentation must be in English, all measurements must be provided in feet, inches, and pounds and all cost proposals or figures in U.S. currency. All Responses must be submitted in accordance with the specific terms of this RFR. No electronic Responses may be submitted in Response to this RFR.
5. Bidder Communication. Bidders are prohibited from communicating directly with any employee of EOEA except as specified in this RFR, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFR. Bidders may contact the contact person for this RFR in the event this RFR is incomplete or the Bidder is having trouble obtaining any required attachments electronically through Comm-PASS.
6. Reasonable Accommodation. Bidders with disabilities or hardships that seek reasonable accommodation, which may include the receipt of this RFR information in an alternative format, must communicate such requests in writing to the contact person. Requests for accommodation will be addressed on a case by case basis. A Bidder requesting accommodation must submit a written statement which describes the Bidder's disability and the requested accommodation to the contact person for the RFR. The Department reserves the right to reject unreasonable requests.

The Department may require the Contractor to provide all materials, software, maps, studies, reports, and other products or data in alternative formats upon request.

7. Public Records. All Responses and information submitted in response to this RFR are subject to the Massachusetts Public Records Law, M.G.L. Chapter 66, section 10 and Chapter 4, section 7(26). Any statements in submitted Responses that are inconsistent with the Public Records Law shall be void and disregarded.
8. All materials, software, maps, studies, reports, and other products or data, regardless of physical form or characteristics, produced in furtherance of the Contract and funded, in whole or in part, under the Contract shall be considered in the public domain and available to EOEA or its agencies at the reasonable cost of reproduction in any of the formats in which it is stored or maintained. The Contractor shall not obtain,

attempt to obtain or file for a patent, copyright, trademark or any other interest in any such materials, software, maps, reports, and other products or data without the express, written consent of the Department and subject to any other approvals required by state or federal law.

9. Best Value Selection and Negotiation. The Department may select the Response(s) which demonstrates the best value overall, including proposed alternatives, that will achieve the procurement goals of the Department. The Department and a Selected Bidder, or a Contractor, may negotiate a change in any element of contract performance or cost identified in the original RFR or the Selected Bidder's or Contractor's Response which results in lower costs or a more cost effective or better value than was presented in the Selected Bidder's or Contractor's original Response.
 10. The Department reserves the right to fund a portion, change the scope, and/or delete tasks of any Response to more closely meet the purposes of the program or to obtain the best procurement value for the Department. Selected Bidders may decide not to enter into a contract if the revised scope does not meet its approval. The Department does not guarantee that any Contract will be awarded under the RFR. Any potential Contract with a Selected Bidder shall be subject to the appropriation and availability of funds.
 11. Costs. Costs which are not specifically identified in the Bidder's Response, and accepted by a Department as part of a Contract, will not be compensated under any contract awarded pursuant to this RFR. The Commonwealth will not be responsible for any costs or expenses incurred by Bidders responding to this RFR.
 12. Comm-PASS. If this RFR has been distributed electronically using the Comm-PASS system, RFR attachments that are referenced will be found either as a separate .pdf file along with the RFR, or are found in the "Forms and Information" section at: (<http://www.comm-pass.com/comm-pass/forms.html>). Bidders are solely responsible for obtaining and completing required attachments that are identified in this RFR and for checking Comm-PASS for any addenda or modifications that are subsequently made to this RFR or attachments. The Commonwealth and its subdivisions accept no liability and will provide no accommodation to Bidders who fail to check for amended RFRs and submit inadequate or incorrect Responses. Bidders are advised to check the "last change" field on the summary page of RFRs for which they intend to submit a Response to ensure that they have the most recent RFR files. Bidders may not alter (manually or electronically) the RFR language or any RFR component files. **Modifications to the body of the RFR, specifications, terms and conditions are prohibited and may disqualify a Response.** Bidders having difficulty obtaining any required attachments electronically through Comm-PASS should seek assistance from the Comm-PASS "Help Desk" by calling 1-800-MA-STATE.
- If the Department is also distributing this RFR directly to Bidders, those Bidders that requested and received a copy of this RFR directly from the Department, will be sent a copy of any modifications or amendments to the RFR by the Department.
13. Northern Ireland Notice and Certification. All Bidders must complete the "Northern Ireland Notice and Certification" form to satisfy M.G.L. Chapter 7, section 22C.
 14. Subcontracting. Prior written approval of the Department is required for any subcontracted service (which includes consultants) of the contract. Contractors are responsible for the performance and oversight of its subcontractors. Subcontractors are required to meet the same state and federal financial and program reporting requirements and are held to the same reimbursable cost standards as contractors.
 15. Affirmative Market Program. Massachusetts Executive Order 390 established a policy to promote the award of state contracts in a manner that develops and strengthens Minority and Women Business Enterprises (M/WBEs). As a result, M/WBEs are strongly encouraged to submit Responses to this RFR, either as prime vendors, as joint venture partners, or as subcontractors.

Non-M/WBE Bidders are strongly encouraged to develop creative initiatives to help foster *new business relationships* with M/WBEs within the primary industries affected by this RFR. The highest number of points will be awarded for Responses that clearly illustrate how the proposed business relationship(s) will result in the development and growth of M/WBEs within these primary industries. A lesser number of points will be

awarded for traditional subcontracting relationships. The least number of points will be awarded for ancillary uses of M/WBEs.

In order to satisfy this section, the Bidder must submit: the names, addresses, phone numbers and contact persons of each M/WBE firm; a description of each business relationship to be established; and the actual dollar amounts, or percentages, to be awarded to each M/WBE firm. MBE and WBE firms must submit a copy of their SOMWBA certification letter for the current period. A directory of SOMWBA certified firms is available via the internet at <http://www.magnet.state.ma.us/somwba>.

A Minority Business Enterprise (MBE) or a Woman Business Enterprises (WBE) is defined as a business that has been certified as such by the State Office of Minority and Women Business Assistance (SOMWBA). Minority and women-owned firms that are not currently SOMWBA-certified but would like to be considered as an M/WBE for this RFR should apply for certification. A fast track application is available, and will be considered for the purposes of this RFR. For further information on SOMWBA certification contact the State Office of Minority and Women Business Assistance at (617) 727-8692 or via the internet at <http://www.magnet.state.ma.us/somwba>.

All Bidders must complete and sign the "Affirmative Action Plan Form" for any RFR from which a Contract may result that has a potential financial benefit of \$50,000 or more.

16. The Commonwealth makes no guarantee that any commodities or services will be purchased from any contract resulting from this RFR. Any estimates or past procurement volumes referenced in this RFR are included only for the convenience of Bidders, and are not to be relied upon as any indication of future purchase levels.
17. Unless otherwise specified in this RFR, any reference to a particular trademark, trade name, patent, design, type, specification, producer or supplier is not intended to restrict this RFR to any manufacturer or proprietor or to constitute an endorsement of any commodity or service, and the Department may consider clearly identified offers of substantially equivalent commodities and services submitted in response to such reference.
18. Alternatives. A Response which fails to meet any material term or condition of the RFR, including the submission of required attachments, may lose points or be deemed unresponsive and disqualified. Unless otherwise specified, Bidders may submit Responses proposing alternatives which provide equivalent, better or more cost effective performance than achievable under the stated RFR specifications. These alternatives may include related commodities or services that may be available to enhance performance during the period of the contract. The Response should describe how any alternative achieves substantially equivalent or better performance to that of the RFR specifications. The Department will determine if a proposed alternative method of performance achieves substantially equivalent or better performance. The goal of this RFR is to provide the best value of commodities and services to achieve the procurement goals of the Department. Bidders that propose discounts, uncharged commodities and services or other benefits in addition to the RFR specifications may receive a preference or additional points under this RFR as specified.
19. Contract Expansion. If additional funds become available during the contract duration period, the Department reserves the right to increase the maximum obligation to some or all contracts executed as a result of this RFR or to execute contracts with contractors not funded in the initial selection process, subject to available funding, satisfactory contract performance and service or commodity need.
20. Year 2000 Compliance. The contractor warrants that all systems, interfaces to such systems, or information technology produced in furtherance of this Contract and funded, in whole or in part, under this Contract must be year 2000 compliant. Year 2000 compliant means information technology that accurately processes date/time data (including but not limited to calculating, comparing and sequencing) from, to and between the twentieth and twenty-first centuries and the years 1999 and 2000 including leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology, shall accurately process date/time data if the other informational technology properly exchanges date/time data with it. This warranty shall survive the expiration or termination of this contract.
21. Environmentally Preferable Products and Services. At the Department's sole discretion, the Department and contractor may negotiate during the contract term to permit the substitution or addition of Environmentally

Preferable Products (EPPs) when such products become available at a competitive cost and satisfy the Department's performance needs. Unless otherwise specified in the RFR, during evaluation of Responses, an EPP may be considered best value even when the price is greater than (but does not exceed 10% in price) that of a non-EPP. Bidders are encouraged to submit appropriate information to identify important environmental attributes of items being procured, even when such attributes are not being required. Information or technical assistance regarding EPPs may be obtain from OSD at 617-727 7500 ext. 351 or via the internet at <http://www.magnet.state.ma.us/osd/enviro/enviro.htm>.

22. Selected respondents will be required to execute the Commonwealth's *Standard Terms and Conditions, Standard Contract*, W-9 form, Signature Verification, and any other forms specified in this RFR.
23. GIS Standards. All GIS (Geographic Information System) data collected, compiled or created under this RFR shall conform to standards developed or established by the Office of Geographic and Environmental Information (a/k/a MassGIS) within EOEa. Such GIS data shall be made available to MassGIS upon request and at the reasonable cost of reproduction (cost to copy and/or transmit the data to MassGIS).
24. Nothing in this RFR authorizes or purports to grant the right to any Bidder, governmental entity or other person to enter or remain on any public or private property. If access to any property is necessary in any way for any purpose, such as responding to this RFR (e.g. surveying), that Bidder, governmental entity or other person must obtain appropriate permission authorizing such access from the person or governmental agency that has lawful control of the property.
25. **Anti-Collusion.** In reviewing responses to the RFR and awarding a contract, the Department will strictly interpret all provisions of the RFR, response and contract and other state regulations to ensure that collusion or the appearance of collusion has not occurred at any stage of the contracting process. Any attempt to secure information about this procurement through procedures other than those outlined in this RFR will be considered in violation of this provision and will result in disqualification of the Bidder.

Bidders must provide a statement with their responses certifying that all parties to this response, including members of teaming arrangements agree that:

- A contract has not been solicited or secured, directly or indirectly, in a manner contrary to the laws of the Commonwealth of Massachusetts and that said laws have not been violated as they related to the procurement or the performance of the contract by any conduct, including the paying or giving of any fees, commission, compensation, gift, gratuity, or consideration of any kind, directly or indirectly, to any State employee, agent, officer or official; and
- Unless otherwise required by law, any information quoted in this response, including prices, has not knowingly been disclosed by the respondent directly or indirectly to any other respondent or to any competitor and will not knowingly be disclosed by the respondent prior to award of a contract. Respondents are further advised that the contractor, including any of its employees, agents or representatives, is prohibited from paying or giving any fee, commission, compensation, gift, gratuity or consideration of any kind or amount, directly or indirectly, to any person connected with this procurement during the term of the procurement and subsequently through the term of the contract as governed by the State Ethics Commission and the provisions of Chapter 268 of the General Laws.